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**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

HOUTAN PETROLEUM, INC.)	CASE NO. CV 07-05627 SC
)	
Plaintiff,)	
)	JOINT JURY INSTRUCTIONS
v.)	
)	[WITH SOURCES INDICATED]
CONOCOPHILLIPS COMPANY, a Texas)	
Corporation and DOES 1 through 10,)	
Inclusive)	Trial Date: February 11, 2008
)	Time: 10:00 a.m.
Defendants.)	Courtroom: 1
)	Before: Hon. Samuel Conti

Plaintiff and Counter-Defendant Houtan Petroleum, Inc. (“Houtan Petroleum”) and Defendant
 and Counter-Plaintiff ConocoPhillips Company (“ConocoPhillips”) hereby jointly propose the

following General and Special Jury Instructions:¹

This version of the instructions includes the sources for the instructions. Pursuant to the Court's Order, a second version is being filed that does not display the sources.

INDEX OF INSTRUCTIONS

1. Duty of Jury
2. Duty of Jury (End of Case)
3. Burden of Proof-Preponderance of the Evidence
4. What Is Evidence
5. What Is Not Evidence
6. Evidence for Limited Purpose
7. Direct and Circumstantial Evidence
8. Ruling on Objections
9. Credibility of Witnesses
10. Conduct of the Jury
11. No Transcript Available to Jury
12. Taking Notes
13. Bench Conferences and Recesses
14. Outline of Trial
15. Stipulations of Fact

¹ For the reasons set forth in ConocoPhillips Company's motion to strike Plaintiff's jury demand (Docket No. 48), ConocoPhillips contends that Plaintiff's claims for relief must be tried to the Court, not a jury. ConocoPhillips Company's submission of these instructions are without prejudice to or waiver of that motion or any arguments made therein or in reply. ConocoPhillips Company submits these proposed jury instructions solely for the purpose of complying with the Court's pretrial order. Additionally, for the reasons stated in Houtan Petroleum's Motion to Dismiss ConocoPhillips' Counterclaims based on preemption by the PMPA (Docket No. 49 & 50), some these instructions, especially those pertaining to breach of contract, conversion and unjust enrichment claims, may need to be excluded or revised, depending on the Court's ruling of such Motion. Houtan Petroleum, Inc.'s submission of these instructions are without prejudice to or waiver of that motion or any arguments made therein or in reply. Houtan Petroleum, Inc. submits these proposed jury instructions solely for the purpose of complying with the Court's pretrial order.

- 1 16. Deposition In Lieu of Life Testimony
- 2 17. Impeachment Evidence-Witness
- 3 18. Expert Opinion
- 4 19. Duty To Deliberate
- 5 20. Communication With Court
- 6 21. Return of Verdict
- 7 22. Corporations and Partnerships-Fair Treatment
- 8 23. Liability of Corporations-Scope of Authority Not In Issue
- 9 24. Damages-Proof
- 10 25. Damages-Mitigation
- 11 26. Party Having Power To Produce Better Evidence
- 12 27. Failure to Deny or Explain Adverse Evidence
- 13 28. Witness Willfully False
- 14 29. Hypothetical Questions
- 15 30. Speculative Damages Not Permitted
- 16 31. Pleadings or Arguments – Not Evidence of Damages
- 17 32. Jury Not to Take Cue from Judge
- 18 33. All Instructions Not Necessarily Applicable
- 19 34. How Jurors Should Approach Their Task
- 20 35. Chance or Quotient Verdict Prohibited
- 21 36. Manner of Recording Instruction of No Significance-Content Only Governs
- 22 37. Nature of Claim [HOUTAN PETROLEUM’S VERSION OF DISPUTED
- 23 INSTRUCTION]
- 24 38. Nature of Claim [CONOCOPHILLIPS’ VERSION OF DISPUTED INSTRUCTION]
- 25 39. PMPA §2802(b), (c)
- 26 40. PMPA §2802(c) [HOUTAN PETROLEUM’S VERSION OF DISPUTED
- 27 INSTRUCTION]
- 28 41. PMPA §2802(c) [CONOCOPHILLIPS’ VERSION OF DISPUTED INSTRUCTION]

- 1 42. Franchise-Definition
- 2 43. Franchise Relationship
- 3 44. Franchisor
- 4 45. Franchisee
- 5 46. Marketing Premises
- 6 47. Leased Marketing Premises
- 7 48. Termination
- 8 49. Essential Elements of Plaintiff's Claim-Generally
- 9 50. Notification Requirement
- 10 51. Determining a Bona Fide Offer [HOUTAN PETROLEUM'S VERSION OF DISPUTED
- 11 INSTRUCTION]
- 12 52. Determining a Bona Fide Offer [CONOCOPHILLIPS' VERSION OF DISPUTED
- 13 INSTRUCTION]
- 14 53. Fair Market Value
- 15 54. Interpretation-Reasonable Time
- 16 55. Causation-Generally
- 17 56. Damages-Generally
- 18 57. Conversion
- 19 58. Unjust Enrichment
- 20 59. Breach of Contract
- 21 60. Interpretation-Construction of Contract as a Whole
- 22 61. Contract Damages
- 23 62. Knowledge of Contents of Signed Contract

24 Dated: February 1, 2008

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1 Dated: February 1, 2008

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